

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

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Docket No.:

DBS-38

P. M. DeFourny et al.

Serial No.: PCT/GB95/00181

Filed: 30 January 1995

For: DRILLING BIT ASSEMBLY  
AND APPARATUS

RECEIVED

31 OCT 1996

Legal Staff  
International Division

**PETITION TO THE COMMISSIONER UNDER 37 C.F.R. §1.47**  
**AND DECLARATION OF G. DECHIEF**

Commissioner of Patents  
and Trademarks  
Washington, DC 20231

Sir:

DB Stratabit S.A. petitions the Commissioner to allow the above-identified application to be made without a DECLARATION AND POWER OF ATTORNEY executed by co-inventor Paul DeFourny.

Mr. G. DeChief, Managing Director of DB Stratabit S.A., hereby declares:

- a) that he is the Managing Director of DB Stratabit S.A. and is authorized to declare and execute this Declaration on behalf of DB Stratabit S.A.;
- b) that Paul DeFourny is one of the named inventors in PCT/GB95/00181;
- c) that Paul DeFourny was employed by DB Stratabit S.A. at the time of making the invention disclosed and claimed in PCT/GB95/00181;
- d) that a copy of a DB Stratabit S.A. Employment Agreement with Paul DeFourny is attached hereto as Exhibit A, and that Paragraph 4.4 effectively assigns any discovery or development made during the term of his employment to DB Stratabit S.A.;
- e) that Paul DeFourny has since left the employment of DB Stratabit S.A.;
- f) that the last address for Paul DeFourny known by DB Stratabit S.A. is as follows:

Mr. Paul M. DeFourny  
rue Bois du Breucq 50  
7110 Strepy-Bracquegnies

520 WC 02-131 09/13/96  
08696986

52070 122 130-0000A

g) that a Declaration and Power of Attorney were initially mailed to Mr. DeFourny on July 2, 1996, and in response to that mailing I received information indicating that Mr. DeFourny intended not to sign the documents;

h) that I personally forwarded to Mr. DeFourny the letter dated July 31, 1996 attached hereto as Exhibit B and the enclosures referenced therein, utilizing both a commercial courier service and registered mail;

i) that to date the executed document has not been returned, and I believe will not be executed and returned by Mr. DeFourny;

j) that the favorable consideration of this Petition is necessary to preserve the rights of DB Stratabit S.A.; and

k) that the undersigned Managing Director of DB Stratabit S.A. hereby declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

PREMISES CONSIDERED, the undersigned Managing Director of DB Stratabit S.A. respectfully requests a favorable consideration of this Petition.

DB STRATABIT S.A.

By: 

G. DeChief

Title: Managing Director

Date: 

Exhibit A

## WORKING/ EMPLOYMENT CONTRACT

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BETWEEN

DIAMANT BOART SA, 74, avenue du Pont de Luttre,  
1190 - Bruxelles, represented by Mr. C. P. HALLEZ, Administrateur  
Directeur and Mr. R. DELWICHE, Directeur, hereafter referred  
to as "DB" ;

AND

Mr. Paul DEFOURNY,  
36, rue Demot,  
B-7320 - HORNU

hereafter referred to as the Employee.

The following is agreed :

### ARTICLE 1 - DUTIES :

The Employee is detached within the sector defined by ARTICLE 2, in his capacity as Drilling Engineer for DB petroleum drilling tools.

DB has the right to assign the Employee to other duties and to other locations according to need provided these duties are compatible with the aptitudes and the rank of the Employee, without giving him a lower rank or a reduction in basic salary.

The Employee can be requested to carry out certain works and studies of general interest for DB and to train personnel to DB procedures.

### ARTICLE 2 - PLACE OF WORK :

The Employee will mainly carry out his duties in ABU DHABI but extra duties also in other countries of the Gulf area.

DB reserves the right to transfer the benefits and liabilities of this contract to persons or organisations to which it may grant all or part of its activities. These changes will not give rise to any extra remuneration. ....



### ARTICLE 3 - EFFECTIVE DATE - DURATION :

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The present contract will take effect as soon as the Employee and his family leave Belgium to take residence in ABU DHABI.

The duration will be for an initial period of three years minimum. Nevertheless, DB reserves the option of terminating this period at any time, or to extend it till expiration of the foreseen duration.

### ARTICLE 4 - ADMINISTRATIVE RULES :

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- 4.1. - The Employee will be subjected to the staff administrative rules of DB; staff rules will be given by the base manager of DB - ABU DHABI.
- 4.2. - In particular the Employee will devote all his vocational activity to the Company. Without obtaining previous authorisation from DB he is particularly forbidden to trade either directly or indirectly, to make himself available, either personally or through an intermediary, to any commercial or industrial undertaking; to take part in the management of a commercial or industrial establishment; to associate himself with such companies or establishment; to participate through shares or any other way in a company whose activities constitute competition to DB; to give commercial, industrial or vocational or artisanal instructions; or to have any remunerated activity whatever outside the activities of DB.

DB will remain the sole judge in conceding or refusing the said authorisation and its decision will be final.

The fact of having concealed the exercise of an activity mentioned above, or of having by-passed a refusal for authorisation will be sufficient to justify immediate breach of the present contract, without any notice or indemnity.

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The Employee will in no way publish any technical material without authorisation of DB. The Employee will, in writing, immediately inform DB of any activities, as above mentioned, in which he is presently involved and shall request the necessary authorisations.

4.3. Upon expiration of this contract for any reason whatever, the Employee will commit himself not to carry out an activity similar to the one he carried out for DB, either personally or indirectly, or for a competitor or a potential competitor to DB, or in a research or monitoring laboratory concerning diamond tool technology, or in diamond physico-chemistry or in metallisation technology. This commitment will have a twelve month duration as from the contract termination date. Its effect shall be limited to the territory of Belgium as well as in the last country where the Employee has carried out his activity on behalf of DB.

In case of violation of this competition clause DB reserves the right to claim from the Employee an indemnity equal to the corresponding remuneration of one year's salary without detriment of the right to demand a higher amount providing that DB is able to justify the existence and importance of the prejudice.

4.4. The Employee expressly renounces in favour of DB to all and every benefits and advantages resulting from any discovery or development which might result in an industrial or commercial application, patentable or not, and which was made when the Employee was still in the service of DB and also during the two years following termination of this service as long as this discovery or development has a direct or an indirect connection with DB. As a result, the Employee will communicate to DB any discovery or development and will provide all technical details relating to the industrialization and/or commercialization of the invention to facilitate its development and its application for a patent.

Such patent will be applied for exclusively in the name of and to the benefit of DB

*[Handwritten signature]* *[Handwritten signature]* .../.

*[Handwritten signature]*

## ARTICLE 5 - REMUNERATION :

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### 5.1. Salary :

a) The expatriated Employee shall receive during his residence abroad with his family a monthly gross salary in US dollars (12 times a year) which includes the basic salary and all other allowances.

b) During his residence with family in ABU DHABI, the monthly gross salary of the Employee shall be as follows :

US dollars 4.000 (four thousands)/month.

c) However, during the training period, a training coefficient of 0.85 is applied which leads to a training salary of :

US dollars 3.400 (three thousands and four hundred)/ month.

The training period will finish upon DB approval, after a minimum period of 9 months to a maximum of 12 months as from the first departure date to ABU DHABI. As from the end of the training period, the monthly salary will be as indicated in item b.

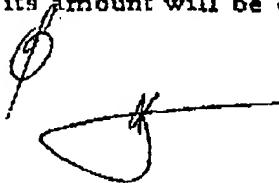
d) The salary of the Employee will be reviewed at the anniversary date of this agreement. The adjustment of the salary will be a DB decision at its discretion only.

### 5.2. Methods of payment :

The Employee's salary shall be settled by DB and shall be paid partly in the Employee's bank account in Belgium and partly in the Employee's bank account in ABU DHABI.

The Employee will instruct DB on the amount to be paid in each bank's account.

Cash advances on salary will not be granted to the Employee unless in exceptional circumstances after DB's approval. Would such advance occur, its amount will be deducted from the next salary payment. .../.



#### ARTICLE 6 - BONUS ;

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Any bonuses allocated is not part of the salary, but will always retain their liberal and revocable aspect.

#### ARTICLE 7 - WELL SITE BONUS :

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An on-site bonus of US dollars 50 will be granted to the Employee for each night spent on the rig site, after DB's approval.

#### ARTICLE 8 - SCHOOLING EXPENSES :

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Schooling expenses incurred in ABU DHABI for the Employee's children will be reimbursed to the Employee against proper documentation and justification. The reimbursement of the schooling expenses will in any case be limited to the school fees. Are excluded for example the nursing, boarding school and school books expenses.

#### ARTICLE 9 - TAXATION :

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- 9.1. - The Employee shall not be taxed in Belgium for remunerations paid to him these referring to an activity undertaken abroad which, according to the actual Belgian taxation authorities, do not constitute income from a Belgian source. Should the Belgian legislation be altered, the present article will be amended.
- 9.2. - Up to this date, the Employee is not subject to tax deductions under legislation in ABU DHABI. Should the taxation legislation in ABU DHABI be altered, the present article will be amended.

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## ARTICLE 10 - PENSIONS AND HEALTH INSURANCE :

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### 10.1. Social security :

The Employee will contribute to the general pension and invalidity scheme organized by OSSOM (Law of 17/7/63). Concerning retirement this scheme grants the same rights as the general scheme.

Contributions at the present time amount to BF 10.122, - per month; 2/3 of this amount will be covered by DB and 1/3 by the Employee. The 1/3 being deducted from the monthly salary and indicated on the salary slip.

In case of illness causing an Employee a working disability, the Employee shall immediately notify DB, forwarding medical certificate, within 48 hours.

### 10.2. Extra-legal pension :

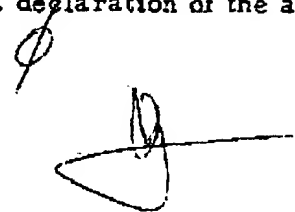
The Employee shall continue to benefit from the extra-legal complementary pension scheme (INDICO complementary fund). This is the scheme to which the Employee was affiliated to before his departure for ABU DHABI.

The Employee's personal contribution will amount to 3% of a basic salary leaved to BF 64.351, plus the fiscal tax.

DB will deduct these amounts from the Employee's salary (items 10.1 and 10.2) and transfer the contributions to INDICO.

### 10.3. Insurances :

During the period of his work in ABU DHABI, the Employee will benefit from "Working Accidents" and "Collective Private Life" insurance contracts as if he were employed at DB. In order to preserve his rights in case of accident involving or not an incapacity to work, whatever the cause, the Employee will send to DB as soon as possible (normally within 48 days) all supporting documents and a declaration of the accident's circumstances. .../.



#### 10.4. Medical expenses :

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During his period of stay in ABU DHABI, both the Employee and his family will enjoy, against presentation of supporting documents, free medical and/or hospital expenses, which are normally recognized by OSSOM. During his stay in Europe, payments of medical an/or hospital expenses both for himself and his family will be limited to reimbursements granted to this effect by OSSOM.

#### 10.5 Repatriation for health reasons :

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The decision to repatriate the Employee or his family for health reasons will be considered as an exceptional measure involving a joint decision between DB in ABU DHABI and in BRUSSELS.

If the period of a working disability will be more than two months, DB will repatriate the Employee and his family. The Employee's salary, in this case, will be amended in accordance with the rules of the DB SA BRUSSELS plant personnel.

#### ARTICLE 11 - ACCOMMODATION :

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11.1. During the Employee's period of stay in ABU DHABI, DB will pay his accommodation expenses corresponding to his family responsibilities, it being understood that the Employee must obtain approval from DB concerning the choice of the accommodation.

11.2. If the Employee's accommodation is unfurnished, DB will undertake the furnishing costs for the dining-room, the living-room, the bedrooms, the kitchen and the bathroom. The Employee will receive the following equipment: a refrigerator, an electric or gas cooker, a washing machine and a water filter. If the Employee's accommodation is not equipped with air conditioning, DB will undertake the costs of installing units up to a maximum of five units.

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All moving expenses (budgeted and actual) must be approved by DB and have to be in accordance with the rules applied in ABU DHABI.

Alternatively, DB may agree to pay the Employee an outright indemnity allowing him to make his own local purchase of furniture and equipment. All the furniture and equipment so purchased shall remain the property of DB.

11.3. Upon presentation of proper supporting documents, DB will pay the costs of water, gas, electricity and also for the amount related to business calls, those of the telephone.

11.4. Repair expenses :

The costs of electric break-downs, equipment repairs and plumbing will be covered by DB if accompanied by an explanatory supporting note.

For repairs over 100 US\$, the Employee must obtain from DB a prior approval of a budget. However, the repairs that have to be carried out due to the negligence of the Employee will not be covered by DB.

ARTICLE 12 - STORING OF FURNITURE - EXPENSES :

The Company shall contribute to the costs of the Employee's furniture storing within the lump sum of BF 15.000.

ARTICLE 13 - EXCEPTIONAL DEPARTURE EXPENSES - MOVING IN ALLOWANCE :

At the time of his departure for ABU DHABI, a lump sum of BF 50.000 (fifty thousand Belgian francs) shall be paid to the Employee for exceptional departure expenditure and installation allowance.

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#### ARTICLE 14 - COMPANY CAR :

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During the Employee's presence in ABU DHABI, DB will provide him a car. This car shall be the property of DB, and the purchase conditions will be subject to previous agreement with DB.

#### ARTICLE 15 - LEAVE :

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##### 15.1. Home leave :

a) During the assignment in ABU DHABI, the home leave is calculated on the basis of four calendar days per month of service in ABU DHABI. This is corresponding to 6 weeks per year.

b) For operational reasons, the home leave period can be splitted into two leave of 3 weeks each. These two leave periods shall be calculated as in item a) and will be authorized by DB in ABU DHABI.

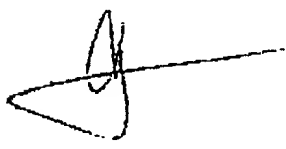
c) Home leave begins the day of arrival at the international entry airport of the country of origin. It finishes the day of departure from the exit airport of the country of origin.

Note : In case that the Employee could not fly directly to his country of origin, home leave begins 24 hours after departure from the international airport of the working country.

d) Employees are requested to take their full leave in the same year.

e) In any case, no financial compensation for days off not taken will be granted by DB.

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### 15.2. Local leave :

a) The local leave is defined as the number of days off taken from rig time. The calculation of days off depends on local regulations and on operations load, and will therefore be determined by DB Management in ABU DHABI.

b) Local leave, by its definition, will have to be taken locally.

### 15.3. Compassionate leave :

Compassionate leave will be granted to the Employee at the DB's charge and will be limited to the fatal illness or death of a parent of the first degree (father, mother, brother, sister, children) of the Employee or his wife. This compassionate leave will automatically be taken as his next due home leave. The total length of the leave will comprise the due home leave and compassionate leave. Because compassionate leave is the fulfillment of a moral obligation by the Employee, no claims can be introduced when the application of the compassionate leave interferes with long term arrangements for scheduled leave.

## ARTICLE 16 - TRAVEL - TRANSPORT OF PERSONAL BELONGINGS :

### 16.1. Travel :

a) In accordance with the ARTICLE 15, travelling expenses between BRUSSELS and ABU DHABI of the Employee and his family, shall be covered by DB as follows :

- based on the economy class air fare, if the leave period is taken annually (cf ARTICLE 15.1. - item a);
- on the basis of an excursion rate (e.g. system 10 to 35 days if the period of annual leave is divided into two parts for operational reasons (cf ARTICLE 15.2. item b).

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b) If the Employee wishes to organize his own vacation, DB will grant him a lump sum corresponding to the air fare between BRUSSELS and ABU DHABI based on the fares set in ARTICLE 16.1.a and 16.1. c).

c) Discounts of any kind granted by any airlines company have to be credited to the DB's accounts.

16.2. Transport of personal belongings :

a) The cost of transporting the Employee's personal belongings both at the beginning and at the end of his period of duty abroad shall be undertaken by DB within the following limits :

- "accompanied" air luggage: a maximum of 10 kgs per person, over and above the free allowance of 20 kgs granted by the airlines;

- surface freight : 400 kgs.

b) At the beginning of leave and return, DB will cover :

either a maximum of 10 kgs of "accompanied" air luggage per person, over and above the free allowance of 20 kgs granted by the airlines or a maximum of 50 kgs per person of "non accompanied" air luggage.

This allowance will only be granted once a year.

ARTICLE 17- MEDICAL CHECK-UP :

One month before departure abroad for ABU DHABI and during the annual leave period the Employee and his family shall be obliged to submit themselves for a medical check-up by DB.

Six weeks before his departure on leave from ABU DHABI the Employee will contact DB to make suitable arrangements for the medical visit.

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# ARTICLE 18 - PROFESSIONAL EXPENSES :

No professional expenses undertaken by the Employee will be covered by DB without production of supporting documents which must be approved by DB.

# ARTICLE 19 - SPECIAL CLAUSE :

This contract cancels and supercedes all previous ones.

# ARTICLE 20 - LEGISLATION APPLICABLE :

For any matter not governed by this contract the parties declare that they shall refer to the law in force in ABU DHABI which is the Federal Labour Law 1980 within the Federal Act. N° 8 of 1980,

# ARTICLE 21 - JURISDICTION :

Any dispute arising from the interpretation or execution of this contract shall fall exclusively under the jurisdiction of the BRUSSELS tribunals.

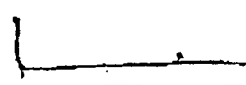
Undertaken in Brussels on September 1st, 1982  
in two copies, each valid as an original, one to  
be held by the Employee.

The EMPLOYEE,

(with mention read and approved)

*read and approved*  
  
R. DEFOURNY

For DIAMANT BOART SA.,

  
G. P. HALLEZ,  
Administrateur-Directeur

  
R. DELWICHE,  
Directeur

Exhibit B



By REGISTERED MAIL  
Mr. Paul Defourny  
50, rue du Bois du Breucq  
B-7110 La Louvière

**Security DBS**

DB STRATABIT sa  
A Dresser Industries, Inc. Company  
Avenue du Pont de Luttre, 74  
B-1190 Bruxelles  
Tel. 32/(0)2/348 36 99  
Telex 26253  
Fax 32/(0)2/348 33 35  
R.C. Bruxelles 496.734  
T.V.A. BE 431.357.119  
Paribas 551-3482100-63

ISO 9001  
Approved by BVQI (Belgium)  
cert. n°: 5951

Brussels, July 31, 1996  
DG/1500-96.

Dear Mr. Defourny,

Under common law and as confirmed explicitly in your employment contract, all discoveries and developments, whether patentable or not, resulting directly or indirectly from your employment with DB STRATABIT belong exclusively to our company.

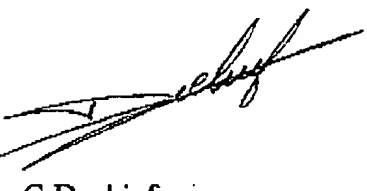
On July 2, 1996, we have provided you a "combined declaration and power of attorney" for the United States and "assignment" form for both the United States and Canada, with the kind request to sign and date the documents and return them to our office. These documents will be part of an application for a patent, in the United States and Canada, of an invention that was made during and in the framework of your employment. You will recall that you have received and accepted a specific remuneration for your contribution to the invention concerned. We understand that you intend to refuse to sign the documents. Nevertheless, we ask you to reconsider that position.

The patent application concerned must be filed on 4 August, 1996 at the latest.

Until this date, we have not yet received any executed documents. For the sake of good order, I enclose herewith new copies of the documents concerned with the request to execute and date them and return them to our office by courier (at our company's expense). We are also enclosing herewith for your review a copy of PCT/GB95/00181 patent application which already has been filed and which will serve as a priority document for the United States and Canada. In view of time constraints, your signature does not need to be notarized.

I trust that you understand that our company will have no alternative but to hold you personally liable for any damage (including loss of profits) which our company may suffer in case the patent application concerned cannot be filed in time or in case additional expenses are incurred as a result of your failure to cooperate.

Very truly yours,



G. Dechief,  
Managing Director  
DB Stratabit SA

SCHEDULE

Country

Forms

U.S.A.	COMBINED DECLARATION AND POWER OF ATTORNEY	Signature by Mr. Defourney and dated.
	ASSIGNMENT	Signature by Mr. Defourney, dated <u>+ Notarization</u> → by DBS
CANADA	ASSIGNMENT	Signature by Mr. Defourney, dated <u>and Witnessed</u> — by DBS
NORWAY	POWER OF ATTORNEY	Signature on behalf of DB STRATABIT S.A. + date and place.
	ASSIGNMENT	Signature by Mr. Defourney and dated.
RUSSIA	POWER OF ATTORNEY	Signature on behalf of DB STRATABIT S.A. + place and date + name and position of Signatory.

## ДОВЕРЕННОСТЬ

Я (мы), нижеподписавшийся (себя),

настоящим доверяю (ем)

НЕВИНПАТ

Россия, Санкт-Петербург

вести все дела, касающиеся моей (нашей)  
заявки на патент/товарный знак/промышленный образец:

В Российской Федерации и других странах  
Содружества Независимых Государств и  
действовать от моего (нашего) имени по  
всем вопросам, касающимся получения па-  
тента/регистрации товарного знака по  
этой заявке, поддержания этого патента/  
этой регистрации в силе и регистрации за-  
ключенных по нему/ней лицензий и дого-  
воров об уступке прав.

\_\_\_\_\_  
Место, дата

\_\_\_\_\_  
Заявитель(и)

\_\_\_\_\_  
Легализация не требуется

## POWER OF ATTORNEY

I (We), the undersigned,

DB STRATABIT S.A.

74, avenue du Pont-de-Luttre  
B-1190 Brussels, BE

hereby authorize

NEVINPAT

Russia, St. Petersburg

to transact all actions concerned with my  
(our) application for patent/trade mark/de-  
sign;

"Drilling Bit Assembly And Apparatus  
based on PCT/GB95/00181 of 30.01.95  
priority GB-9402216.7 of 04.02.94

in the Russian Federation and the other  
States of the Commonwealth of Independent  
States and to act on my (our) behalf in every-  
thing concerned with granting a patent/reg-  
istration of a trade mark on this application,  
to keep the patent/registration in force and  
to register licence(s) and assignment(s) con-  
cerning it.

DB STRATABIT S.A

\_\_\_\_\_  
Place, date

*Brussels, July 31<sup>st</sup>, 1996*

\_\_\_\_\_  
Applicant(s)

**Georges DECHIEF**  
Managing Director  
DB Stratabit s.a.

\_\_\_\_\_  
No legalization



Bryns Patentkontor AS

P.O. Box 765 Sentrum, N-0106 OSLO

NO

Norway

## POWER OF ATTORNEY

*Fullmakt*

The undersigned wishing to obtain/having obtained protection in Norway through  
*Underteegnede, som i Norge ønsker å erverve har ervervet vern ved*

- ☐ patent, *patent*
- ☐ trade mark registration, *varemerkeregistrering*
- ☐ design registration, *monsterregistrering*
- ☐ plant breeder's right, *planteforedlerrett*

for  
for

hereby authorize(s)  
*gir herved*

to represent me/us in respect of an application for such a protection or of the protection obtained, respectively, and, on my/our behalf, to receive announcements and other procedural communications relating to the protection, all in accordance with existing law.  
*fullmakt til å representere meg/oss i alt som angår søknad om slikt vern, resp. det oppnådde vern, samt til på mine våre vegne å motta forkynnelser og andre prosessuelle meddelelser vedrørende vernet, alt i overensstemmelse med gjeldende lov.*

The Attorney is authorized to transfer this Power to another Attorney.

*Fullmektigen er bemyndiget til å overdra denne fullmakt til annen fullmektig.*

The Attorney is also authorized to withdraw the application, or to request restriction or cancellation of the protection, respectively.

*Fullmektigen er også bemyndiget til å trekke søknaden tilbake, resp. begjære begrensning eller stsettelse av vernet.*

The Power furthermore applies to divisional and separated applications and to the protection obtained on the basis of such applications.

*Likevel gjelder fullmakten avdelte og utskilte søknader og det på grunnlag av slike søknader oppnådde vern.*

Place :

Signed : *Brunck*

Date :

Dato : *July 31<sup>st</sup>, 1996*

For and on behalf of DB Stratabit S.A.

*[Signature]*  
Signature(s), *underskrift(er)*

Attestation of the signature is not required. *Bekreftelse av underskriften er ikke nødvendig.*

**COMBINED DECLARATION AND POWER OF ATTORNEY**  
(ORIGINAL, DESIGN, NATIONAL STAGE OF PCT, SUPPLEMENTAL, DIVISIONAL,  
CONTINUATION OR CIP)

As a below named inventor, I hereby declare that:

**TYPE OF DECLARATION**

This declaration is of the following type: (check one applicable item below)

- ☐ original
- ☐ design
- ☐ supplemental

**NOTE:** If the declaration is for an International Application being filed as a divisional, continuation or continuation-in-part application do not check next item; check appropriate one of last three items.

- ☒ national stage of PCT

**NOTE:** If one of the following 3 items apply then complete and also attach ADDED PAGES FOR DIVISIONAL, CONTINUATION OR CIP.

- ☐ divisional
- ☐ continuation
- ☐ continuation-in-part (CIP)

**INVENTORSHIP IDENTIFICATION**

**WARNING:** If the inventors are each not the inventors of all the claims an explanation of the facts, including the ownership of all the claims at the time the last claimed invention was made, should be submitted.

My residence, post office address and citizenship are as stated below next to my name, I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**TITLE OF INVENTION**

**DRILLING BIT ASSEMBLY AND APPARATUS**

**SPECIFICATION IDENTIFICATION**

the specification of which: (complete (a), (b) or (c))

- (a) ☐ is attached hereto.
- (b) ☐ was filed on \_\_\_\_\_, as Serial No. \_\_\_\_\_

**NOTE:** Amendments filed after the original papers are deposited with the PTO which contain new matter are not accorded a filing date by being referred to in the declaration. Accordingly, the amendments involved are those filed with the application papers or, in the case of a supplemental declaration, are those amendments claiming matter not encompassed in the original statement of invention or claims. See 37 C.F.R. §1.67. (Declaration and Power of Attorney [1-1] - page 1 of 4)

## POWER OF ATTORNEY

As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. (List name and registration number)

Walter R. Brookhart, Reg. No. 29,518; C. James Bushman, Reg. No. 24,810; Loren G. Helmreich, Reg. No. 29,389; William E. Johnson, Jr., Reg. No. 22,719; and Carlos A. Torres, Reg. 24,264.

( ) : Attached as part of this declaration and power of attorney is the authorization of the above-named attorney(s) to accept and follow instructions from my representative(s).

### SEND CORRESPONDENCE TO

Loren G. Helmreich  
Browning Bushman  
5718 Westheimer, Suite 1800  
Houston, TX 77057

### DIRECT TELEPHONE CALLS TO: (Name and telephone number)

Loren G. Helmreich  
(713) 266-5593

### DECLARATION

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

### SIGNATURE(S)

Full name of sole or first inventor, if any:

Paul M. DeFounny

Inventor's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Country of Citizenship:

BELGIUM

Residence:

BELGIUM

Post office Address:

50, rue Bois-du-Breucq,

B-7110 La Louviere,

Belgium.

Full name of second joint inventor, if any:

Fereidoun Abbassian

Inventor's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Country of Citizenship: \_\_\_\_\_

Residence: \_\_\_\_\_

Post office Address: \_\_\_\_\_

(Declaration and Power of Attorney [1-1] - page 3 of 4)

**CHECK PROPER BOX(ES) FOR ANY OF THE FOLLOWING ADDED PAGE(S) WHICH  
FORM A PART OF THIS DECLARATION**

- ( ) Signature for third and subsequent joint inventors. Number of pages added \_\_\_\_.
- ( ) Signature by administrator(trix), executor(trix) or legal representative for deceased or incapacitated inventor. Number of pages added \_\_\_\_.
- ( ) Signature for inventor who refuses to sign or cannot be reached by person authorized under 37 CFR §1.47. Number of pages added \_\_\_\_.

\* \* \*

- ( ) Added pages to combined declaration and power of attorney for divisional, continuation, or continuation-in-part (CIP) application.

( ) Number of pages added \_\_\_\_

\* \* \*

- ( ) Authorization of attorney(s) to accept and follow instructions from representative.

\* \* \*

**If no further pages form a part of this Declaration then end this Declaration with this page and check the following item.**

(x) This declaration ends with this page



ASSIGNMENT

WHEREAS, Paul M. DeFourny and Fereidoun Abbassian have made an invention in a DRILLING BIT ASSEMBLY AND APPARATUS for which we was originally filed on February 4, 1994 in Great Britain under Serial No. 9402216.7 and was subsequently filed as PCT Application No. PCT/GB95/00181 on 30 January 1995.

WHEREAS, Baroid Technology, Inc. a corporation of the State of Delaware, hereinafter referred to as "ASSIGNEE," 3000 N. Sam Houston Pkwy. East, Houston, Texas 77032 is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and world-wide rights therein, (b) said application, including all divisions, continuations, continuations-in-part and substitutions thereof, and (c) all United States and foreign patents which shall issue on said inventions, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file applications for Letters Patent on said invention in any and all foreign countries; the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment and sale not been made.

Each of us covenants and agrees that he will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention, (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record, and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We hereby authorize and request the Commissioner of Patents of the United States, to issue all Letters Patent based on said application and all said divisions, continuations, continuations-in-part, reissues, renewals and extension to said ASSIGNEE, its successors and assigns.

IN TESTIMONY WHEREOF, We have duly executed this assignment this \_\_\_\_\_ day of \_\_\_\_\_, 1996 and this \_\_\_\_\_ day of \_\_\_\_\_, 1996, respectively.

\_\_\_\_\_  
Paul M. DeFourny

\_\_\_\_\_  
Fereidoun Abbassian

BEFORE me, the undersigned authority, on this day personally appeared Paul M. DeFourny, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1996.

[Stamp or Seal]

\_\_\_\_\_  
Notary Public in and for

BEFORE me, the undersigned authority, on this day personally appeared Fereidoun Abbassian, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1996.

[Stamp or Seal]

\_\_\_\_\_  
Notary Public in and for

## ASSIGNMENT

For one dollar and other good and valuable consideration, receipt of which hereby is acknowledged, I/we Paul M. J. L. V. G. Defourny

whose full post office address(es) is/are (respectively)  
50, rue Bois-du-Breucq, B-7110 La Louviere, BELGIUM

confirm that I/we have sold assigned and transferred, and do hereby sell assign and transfer  
to DB STRATABIT S.A.

assignee, whose full post office address is 74, avenue du Pont-de-Luttre,  
B-1190 Brussels, BELGIUM

and to the assignee's successors assigns or other legal representatives, my/our right to apply  
for and obtain Letters Patent of Canada for the invention described in the patent application  
entitled DRILLING BIT ASSEMBLY AND APPARATUS

together with my/our entire right, title, property, benefit and interest for Canada in and to  
the invention and application and any Letters Patent of Canada which may issue for the  
invention.

And I/we hereby covenant and agree to do all such things and to execute without  
further consideration such further assurances, applications and other instruments as may  
reasonably be required by the assignee to obtain Letters Patent of Canada for the invention  
and vest the same in the assignee.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Signature of First  
Inventor) Paul M. J. L. V. G. Defourny

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Signature of Second  
Inventor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Signature of Third  
Inventor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Signature of Fourth  
Inventor)

\_\_\_\_\_  
Date

TE 2



EXPEDITEUR - AFZENDER

SECURITY DAS  
74 AV DU PONT DE  
Code postal 1190 TOUTRE  
Localité BRUXELLES  
No. tél. 02 / 34 83 699  
Tél. nr.  
Contract no.

Je m'engage à payer, dès son retour, les frais de port du présent envoi expédié sous le régime "Port payé par le destinataire".  
Ik verbind mij tot betaling van de portkosten van deze zending "Port betaald door de geadresseerde" tegenaf van terugzending.  
Date  
Datum  
Signature  
Handtekening  
Remarque: l'expéditeur sera tenu de verser les frais de port si le destinataire n'a pas été avisé par lettre recommandée.  
Opmerking: zender wordt gehouden tot het betalen van de portkosten als de geadresseerde niet is geïnformeerd.

Date - Datum  
1/8

Heure d'enlèvement ou de dépôt  
Uur van afhalen of afgeven

8H45

*[Signature]*

(Nom de l'agent + signature  
Naam personeelslid + handtekening)

DESTINATAIRE - GEADRESSEERDE

DETOURNY PAUL  
CO, TALL BOIS DU BREUX  
Code postal 7110  
Postnr.  
Localité LA LOUVIERE  
Lokaal.  
No. tél.  
Tél. nr.

Poids / Gewicht	ZON.	INTERZON.
KG	BF	BF
A.R.	BF	BF
TOT.	BF	BF

AVIS DE RECEPTION  
ONTWANGSTBERICHT  
☒ NE PAS PRESENTER APRES 18 H  
NIET AANBIEDEN NA 18 H  
☐ NE PAS PRESENTER GAMEDI  
NIET AANBIEDEN ZATERDAG  
☐ PORT PAYE PAR LE  
DESTINATAIRE  
PORT BETAALD DOOR DE  
GEADRESSEERDE



\* T P 1 2 0 8 4 7 1 3 8 B E \*

EXPEDITEUR - AFZENDER